

Town of Hampstead

Request for Bids

**Paving of Salt Storage Facility Lot
1000 West Street**

SUBMIT BID TO:

Town of Hampstead
1034 S. Carroll Street
Hampstead, MD 21074

REQUEST ISSUED: September 11, 2015
BIDS DUE: September 25, 2015

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I. GENERAL INFORMATION

A. RECEIPT AND OPENING OF BIDS

The Town of Hampstead (hereinafter called the Town) invites bids on the form attached hereto, all blanks of which must be completed. Bids will be received by the Town at the Town of Hampstead Office, **until Friday, September 25, 2015, 3:30 p.m.** and then at said office publicly opened and read aloud. **The envelopes containing the bids must be sealed, addressed to the Town Manager and designated as Bid for Paving.**

B. PREPARATION OF BID

Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and the name of the project for which the bid is being submitted.

Each bid must contain a signed copy of the bid proposal form.

C. QUALIFICATIONS OF BIDDER

The Town may make such investigations deemed necessary to determine that the bidder is qualified to carry out the work, and the bidder shall furnish to Town all such information and data required for this purpose.

The Town reserves the right to reject any bid if the information obtained fails to satisfy the Town that such bidder is properly qualified.

D. BID DEPOSIT

Bid deposits will not be required for this bid.

E. REJECTION OF BIDS

The Town reserves the right to reject any and all bids received. The Town reserves the right to increase and/or decrease approximate quantities on Schedule of Prices. The Town reserves the right to consider criteria in addition to bid price, including, but not limited to, capacity to perform the work, ability to meet schedule, demonstrated technical expertise and demonstrated knowledge of local conditions.

F. CONDITIONS OF WORK

Each bidder must inform himself/herself fully of the conditions relating to the work required under the contract. Failure to do so will not relieve a successful bidder of his obligation to carry out the work.

G. PRE-BID CONFERENCE

There will not be a pre-bid conference.

H. WAGE RATES

Because only local funds are being used for the work, Federal Labor Standard Provisions such as Davis-Bacon wage rates will not apply.

I. QUESTIONS

All questions pertaining to the format of this RFB shall be directed to :

Town Manager
Town of Hampstead
1034 S. Carroll St.
Hampstead, MD 21074

ALL QUESTIONS MUST BE SUBMITTED IN WRITING. A written response will be faxed or emailed to all potential vendors.

II. *STATEMENT OF WORK*

A. PROJECT DESCRIPTION/SCOPE OF WORK

The project consists of base paving 6" 6,330 square feet. *See Exhibit A.*

1. Fine grade stone lot area.
2. Mill to prepare site for 6" base asphalt including all existing blacktop edges.
3. Supply and place 6" compacted 19.0 mm base asphalt.

B. OPEN CONTRACT

The purpose of the bid documents is to secure a qualified contractor to perform the work as specified and to maintain an "open contract" in the event the Town obtains additional resources or identifies additional work. Any additional work will be scheduled at the mutual convenience of the Town and the Contractor.

C. CONTINGENT ITEMS

Any bid item indicated as a Contingent item is listed in the Contract documents and included in the bid for the purpose of obtaining a Contract price. Such bid constitutes tender of an exercisable option to incorporate such items into the work in accordance with the stated terms at the prices bid. The quantities of the items so indicated may be subject to wide variation from that shown in the proposal. However, no extra compensation or increase in the price bid will be allowed if the final quantity varies from the proposal quantity or if there is no final quantity for a particular item of work.

D. INCREASE OR DECREASE QUANTITIES

The Town hereby reserves the right to delete, increase or decrease bid quantities without re-negotiation of the Contract bid prices; however, the Scope of Work on this Contract may be increased only to the extent that the original Contract amount is not exceeded by twenty five percent (25%).

E. CONTRACT BOND

Performance Bond need not be submitted with the bidder's bid. Compliance with requirements of the State Finance and Procurement Article, Section 17-101, et. Seq. of the Annotated Code of Maryland, as amended, will be required.

If the bidder wishes to submit a Performance Bond it should be made in the amount of 100% of Contract price for each Bond.

Surety Companies: Surety companies executing Bonds must appear on the United States Treasury Department's most current list (Circular 570) and must be authorized to transact business in the State of Maryland

F. FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES

This section is in addition to provisions concerning liquidated damages set forth elsewhere in the Contract.

For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount specified in the Procurement Request per calendar day late provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of Work as granted by approved Change Orders.

The Town shall have the right to deduct, retain, offset, and recoup out of the monies due to or become due to the Contractor hereunder, the amount of liquidated damages, and in case the amounts due the Contractor are less than the amount of such damages, the Contractor shall be liable to the Town for the difference.

III. *SPECIAL PROVISIONS*

A. SPECIFICATIONS

The Specifications for this contract concerning the technical requirements for materials and construction procedure will be those of the Maryland State Highway Administration (MDSHA) titled "**Standard Specifications For Construction and Materials**" dated January 2001. The General Conditions contained herein and those in the MDSHA "**General Provisions for Construction Contracts**" dated January 2001 set forth the applicable contract administrative requirements and procedures. All work must also comply with the "**Carroll County Maryland Design Manual for Roads and Storm Drains**" dated April 14, 1994, and the adopted Town of Hampstead Standard Pavement Cross Sections. Where standards vary, the Contractor will be held to the highest standard.

Wherever in the Specifications the "State" is used, it shall be construed to mean "Town of Hampstead"; wherever the word "Administration" is used, it shall be construed to mean "Town of Hampstead"; and, wherever the words "Chief Engineer", Assistant Chief Engineer" or "Engineer" are used, they shall be construed to mean "Town Manager of the Town of Hampstead" or "Superintendent of Public Works."

B. INSURANCE

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The Contractor shall not commence work until he has secured all of the insurance required under this paragraph and the Town has approved such insurance.

1. Liability Insurance

The successful bidder must furnish the Town with a Certificate of Insurance for Comprehensive General Liability Insurance with limit of \$1,000,000.00 and listing the Town of Hampstead as an “additional insured”.

2. Compensation Insurance

The Contractor shall maintain during the life of this contract Workman’s Compensation Insurance as required by applicable State law for all his employees engaged in work at the site. In case of sub-contract, the Contractor shall require the subcontractor similarly to provide Workman’s Compensation Insurance for all his employees engaged in work at the site.

3. Public Liability, Property Damage & Vehicle Liability

Comprehensive Public Liability Insurance in the lease amount of \$100,000.00 for injuries by any one person and \$300,000.00 for injuries sustained by more persons in any single accident. The amount of property damage liability shall not be less than \$1,000,000.00

4. Certificates

The Contractor shall furnish the Town certificates showing the types and amounts of coverage, effective dates and date of expiration of policy. Sub-contractors, if any, are bound by all insurance requirements of this paragraph. It is the Contractor’s responsibility to require his subcontractor, if any, to procure the appropriate insurance policies.

C. CONTRACT REQUIREMENTS

1. Assignments

The Contractor shall not assign whole or any part of the work or any moneys due hereunder without written consent of the Town of Hampstead.

2. Protection of Lives and Health

The Contractor shall exercise at all times proper precaution to protect persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of his prosecution of the work.

3. Indemnity

The Contractor shall indemnify and save harmless the Town of Hampstead and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages which occur during the performance of the work.

4. Laws and Regulations

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The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to this contract and they will be deemed to be included in the contract the same as through herein written out in full.

5. Protection of Work and Property

The Contractor shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall correct or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Town or by his duly authorized representatives.

6. Inspection

The authorized representatives and agents of the Town of Hampstead shall be permitted to inspect all work and relevant data and records.

7. Reports, Records and Data

The Contractor shall submit to Town such reports, records and other data as may be requested concerning the work to be performed under this contract.

8. Superintendence by Contractors

The Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor at the project site.

9. Changes in Work

No changes in the work covered by the contract documents shall be permitted without prior written consent of Town.

10. Time for Completion

It is hereby understood and mutually agreed, by and between Contractor and Town, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work to be embraced in this contract shall be commenced on the date specified in the "Notice to Proceed."

The Contractor agrees that such work will be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion within the time period specified.

11. Rights of Town to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, the Town may serve written notice upon the Contractor and the surety of its' intention to terminate the contract. Such notices should contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of the ten (10) days, cease and terminate.

12. Payments to Contractors

Payments will be made to Contractor upon satisfactory completion of the work and upon execution by Contractor of the Release of Liens statement.

D. UTILITIES

1. The utilities which are known to exist within and/or in close proximity to the construction limits of this contract are electric, telephone, gas mains, cable tv, sanitary sewers, and water mains. It shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas where conflicts with utility installations are possible. The existence of utilities other than those shown on the plans is not known.
2. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the Town Manager and the Town of the utility and take all necessary and proper steps to protect the continuance of service, either above or below ground, he shall have such utility restored to a condition equal to that which existed prior to the damage at their entire cost and expense.
3. All utilities are to remain in service during the construction of this project unless written authorization for interruption of service is received from the utility owner and the interruption is approved by the Town Manager.
4. Utility adjustments and relocations for electric and telephone will be accomplished by the respective owners and the Town will coordinate the relocation work by the owners.
5. It shall be the Contractor's responsibility to contact the respective utility owner concerned, five (5) working days prior to proceeding with any work, which may affect their utility. **The Contractor shall contact "Miss Utility" at 1-800-257-7777 before commencing any work.**

E. GRADING

1. Embankments shall be compacted in accordance with Section 206 of the Specifications except that the compaction requirements shall be in accordance with AASHTO T-180-C and the materials shall be compacted to not less than 97 percent (%) of maximum density.

F. COMPLETION OF CONTRACT

1. All work on the project must be completed by **November 15, 2015**. A penalty of **FIVE HUNDRED DOLLARS (\$500.00) PER DAY** will be assessed the contractor for any and all delays beyond the completion date.

G. PRE-CONSTRUCTION CONFERENCE

1. **Notice to Proceed will be issued after the Mayor and Town Council approve the contract at the October 13, 2015 Town Council Meeting.** Preconstruction conference to be held within 2 days from Notice to Proceed. This conference must include a representative of the contractor responsible for the completion of the contract, a representative of the Town, and a representative of the firm selected by the Town to serve as inspectors on the contract.

BID PROPOSAL FORM

Project Location: Hampstead, Maryland

Project Name: Paving of Salt Storage Facility Lot at 1000 West Street

Proposal of _____ (Hereinafter called Bidder) a corporation/
partnership/individual doing business in the State of Maryland.

To the **Mayor and Town Council of Hampstead** (Hereinafter called the Town) a municipal
corporation of the State of Maryland.

Ladies/Gentlemen:

The Bidder, in compliance with your invitation to bid for the paving as described in the Scope of Work and provided for in this Bid Proposal Form, and having examined the contract documents and the site and being familiar with all of the conditions surrounding the proposed project, hereby proposes to furnish all labor, materials, equipment and incidentals required to complete the project in accordance with the time set forth and at the Base Proposal sum below. This price is to cover all expenses incurred in performing the work under the contract documents of which this proposal and the Town's Request for Proposal is a part.

Bidder hereby agrees to start work under this contract on or before a date specified in the Written Notice to Proceed from Town and to fully accomplish the project in accordance with the project schedule set forth in the Proposal.

Base Proposal: Bidder agrees to perform all of the work described in the Request for Proposal; for the sum of

_____ \$ _____
(Amount shall be shown in both words and figures. In case of discrepancy, words shall govern.)
The above amount being the sum of the extension of the Schedule of Prices.

Time of Completion: The project shall be commenced **in accordance with the Town of Hampstead's "Notice to Proceed"** and shall be **completed by November 15, 2015. If the work is not completed within by that date, the Contractor will be liable for liquidated damages of Five Hundred Dollars (\$500.00) per calendar day late as specified in Article SP-08 of the General Terms and Conditions of the Contract.**

Authorized Signature

Title

Company Name

Date

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Bidder hereby agrees to start work under this contract on or before a date specified in the Written Notice to Proceed from Town and to fully accomplish the project in accordance with the project schedule set forth in the Scope of Work.

Authorized Signature

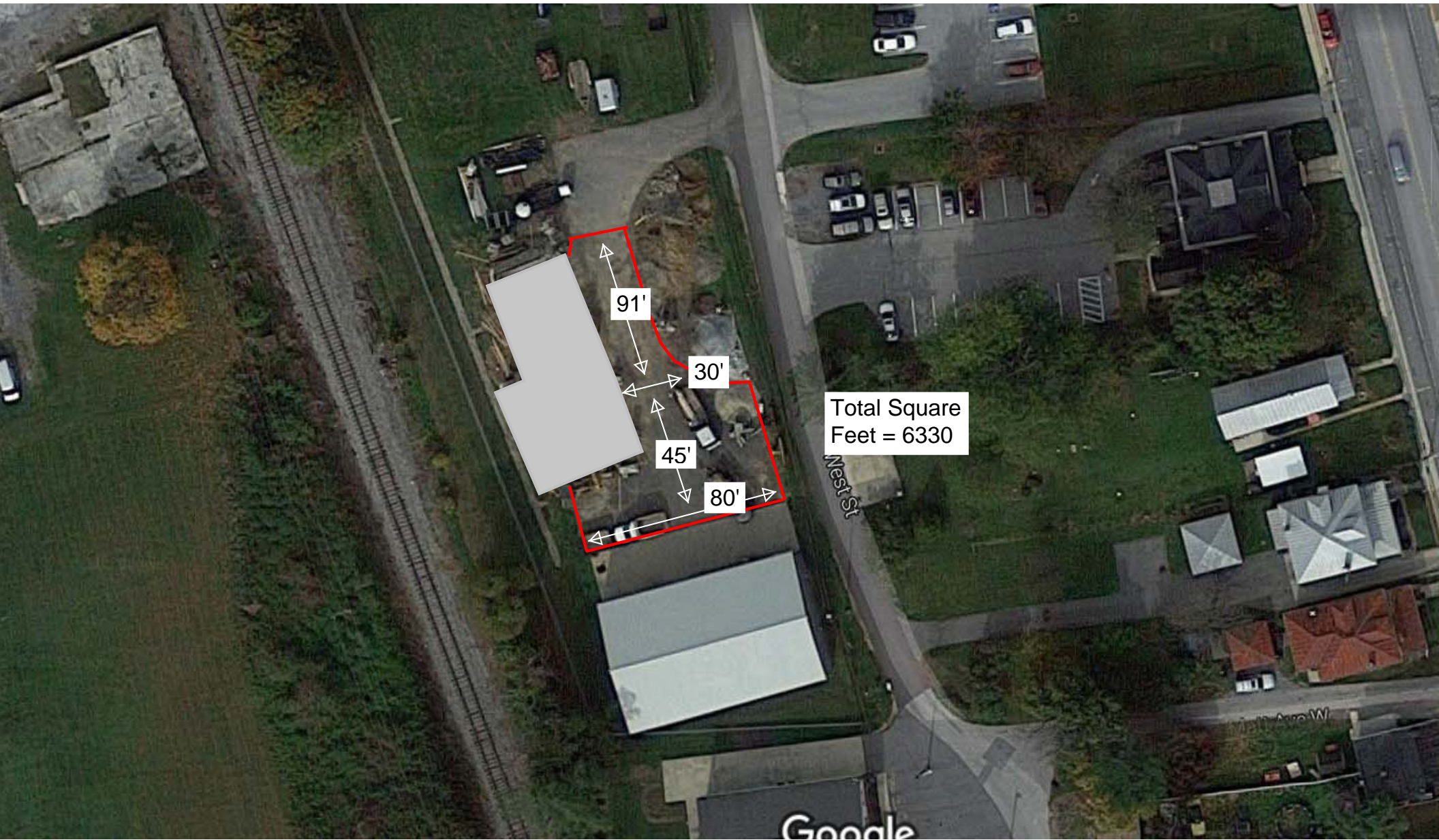
Title

Company Name

Date of Proposal

Witness

Date



Total Square Feet = 6330